

US EXECUTIVE APPROVAL FORM**ChoicePoint, Inc.****HQAPP Requests:**

1. Addition of the following clause to the ordering document above the signature line. Privileged Material Redacted
Privileged Material Redacted

This ordering document, the agreement, its amendments and its exhibits thereto contain the entire agreement of the parties with respect to the subject matter hereof, except as expressly modified herein, all other terms and conditions of the agreement, its amendments, other order forms and ordering documents and exhibits shall remain in full force and effect.

2. flat line support for years 2 & 3 and our standard 4% cap thereafter (approved by HQAPP Nov. 26, 2002)

Terms below approved by HQAPP 11-21-2002

3. Changes to ordering document identical to those approved in 2001.

(1). Change contract reference section: This Ordering document incorporates by reference the terms of the Agreement specified above (Agreement). To read "This ordering document and attachments are placed in accordance with the agreement specified above (Agreement) and its Amendments and Order Forms."

(2). Replace "Net Product Support Fees" and "Net Update Subscription Service Fees" with the term "Technical Support Fees:" for the purposes of clarification. Customer understands our new support policy but wants the ordering doc to read like their original agreement in 1999.

(3). Revision of the Technical Support language in the ordering document to add the following language:

(a) "Technical Support includes but is not limited to Update Subscription Service, Product Support, and/or other Technical Support Services Customer may have ordered and as set forth in this agreement."

(b) Add the following language as stated in their NL for payment terms. "Technical Support Fees shall be due and payable thirty (30) days after the receipt of the invoice. If as the result of the customer not being invoiced or correctly invoiced for the applicable support term and fees, Oracle discontinues any support to Customer, Oracle shall promptly restore such support to Customer provided that the termination was not the result of Customer's breach under this Order Form, the Agreement or its Addenda. Technical Support is effective upon shipment or upon the effective date of this Ordering Document if shipment is not required."

(4). Add to Miscellaneous section of the ordering Document the following sentences taken from his original NL: "Shipping of Programs and documentation is provided free to Customer by Oracle. In the case of Processor based licenses Customer may make an unlimited number of copies of such programs or documentation."

In all cases we have done no Ships with this customer so this request should have little or no impact.

(5). Removal of sentence "Provided Customer continuously maintains Update Subscription Service additional CD packs for the programs provided under this ordering document may be ordered through the Oracle Store at the Standard CD pack Price."

Customer has a clause in SLISA that states CD packs are shipped for free and wants this restated. This is a no ship order.

- (6). Approval to not attach definitions and general licensing rules - Removal of the



clause: "A copy of Oracle's Definitions and general licensing Rules is attached hereto and incorporated by reference."

Customer has no new additional metrics, definitions or licensing rules that are not already incorporated into the SLSA that we are referencing. This includes not incorporating the current definition of technical support which allows Oracle to terminate any de-supported license subset. Customer has made it clear that inclusion of the rules and definitions that don't apply or which conflict with their current agreements will prevent us from getting this deal done.

Previously approved requests (4/2/03):

TIER 1 Requests:

1. Store + 45% total 50% license discount (Tier 1 Approval Required) and
2. Store + 32.5% total 37.5% support discount (Tier 1 Approval Required)

SECTION II – Deal Summary:

Deal Summary	
Programs	Internet Time
License Discount	50% (ebiz + 45%)
Support Discount	37.5% (ebiz + 32.5%)
List License	23,750
List Support	5,225
Net License	11,875
Net Support	3,265.63
Net Total Price	15,140.63
Price List Used	March 24, 2003

Customer History - Existing Price Holds	
Existing contractual discount (price hold)	50% License, 37.5% Support, NL-310397-28-FEB-99
Date of Price List for price hold	January 1, 1999
When does price hold expire?	February 28, 2004
Price hold program categories (database, server, erp, crm, hr/payroll, app suite)	Server, Applications, Tools
Name of Agreement if applicable	SLSA-203544-05-MAR-92

Justification:

- Requested language change has been approved on prior deals. Email is attached indicating Q2 approval
- Customer understands our new support policy but wants the ordering doc to read like their original agreement in 1999.
- In all cases we have done no Ships with this customer so this request should have little or no impact
- Customer has a clause in SLSA that states CD packs are shipped for free and wants this restated. This is a no ship order.
- Customer has large Q4 deal pending and wants to acquire these licenses as well as additional technology licenses in this transaction.

Recommendation:

Approve. Sounds like they have a difficult customer that they are trying to improve the relationship with. They want us to essentially agree to the same conditions we've had in previous orders. I don't see anything that is blatantly bad that we would change.

Submitted By: Jim Doherty, ASR, John Boucher, AVP

R: 04/18/03

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C: 04/18/03

L: 04/18/03

A: 04/18/03

BP: swong